

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

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- 1 BE IT RESOLVED, that the Saint Paul City council authorizes the City of Saint Paul, Police Department
 - 2 to enter into an agreement with the Minnesota State Agricultural Society (State Fair). The Saint Paul
 - 3 Police Department will provide various police services for the 2016 State Fair during the period as
 - 4 designated in the attached agreement in return for payment as described.

Requested by: **Police Department**



By: **Thomas E. Smith, Chief of Police**

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF SAINT PAUL
AND THE MINNESOTA STATE AGRICULTURAL SOCIETY**

This Joint Powers Agreement (“Agreement”) is made effective as of _____, by and between the City of Saint Paul (“City”) on behalf of its Saint Paul Police Department (“SPPD”) and the Minnesota State Agricultural Society (“Agricultural Society”), political subdivisions of the State of Minnesota, pursuant to the provisions of Minnesota Statutes sections 37.20, 471.59, and 471.64.

In consideration of the mutual terms and conditions, promises, covenants, and payments of this Agreement, the City and Agricultural Society agree as follows:

- A. The City will provide specified services and equipment, at a set price and for a fair in-kind exchange, on an annual basis, including during the Minnesota State Fair; and
- B. The Agricultural Society will lease to the City the Minnesota State Fair Machinery Hill or an acceptable State Fair building, as a fair in-kind exchange to be used for City training exercises, subject to notice and availability.

A. Services and Equipment

- 1. **Annual Services.** Because the State Fair Police are not actively engaged in full-time law enforcement duties on the State Fairgrounds during the time period when the Minnesota State Fair is not being held, the City has agreed to provide the services described below on a year-round basis.

a. City Services:

- i. The City agrees to provide general law enforcement services within the area of the State Fairgrounds, as defined in Minnesota Statutes section 37.01. These services will include routine police patrolling consistent with the assignment of police officers and squads to the area of the Minnesota State Fairgrounds. Routine patrolling will include general traffic supervision and building surveillance.
- ii. The City will respond to the Agricultural Society’s requests for service in response to specific events or incidents, including traffic accidents, burglaries, criminal damage to property, and assaults.
- iii. The City will provide criminal investigation services necessary for any criminal cases generated from or on State Fairgrounds during non-Minnesota State Fair time.

- b. **Agricultural Society Responsibilities:** The Agricultural Society and the State Fair Police will promote and secure the cooperation of its staff, without expense to the City, including but not limited to court appearances and other

assistance to successfully prosecute cases.

c. Billings and Payment.

- i. The City will not bill the Agricultural Society for general law enforcement services provided under paragraph a.i. of this section. General law enforcement services provided under this section will be considered a fair in-kind exchange for a lease to the City of the Minnesota State Fair Machinery Hill or an acceptable State Fair building for SPPD training exercises, subject to notice and availability.
- ii. The City will bill the Agricultural Society for criminal investigation services based on the hourly wages of the City employee(s) conducting any investigation.
- iii. The City will keep a record of its costs in providing services to the Agricultural Society during the non-State Fair time and will prepare an itemized statement showing amounts due for criminal investigation services and will submit the same to the Agricultural Society no later than 30 days after the performance of services.
- iv. The Agricultural Society agrees to pay the City all amounts due under this Agreement for criminal investigation services, as shown by City invoices submitted to the Agricultural Society, within 30 days of submission.

2. Services for the Benefit of the Minnesota State Fair. Because the State Fair Police is not a permanent full-time law enforcement agency, the City has agreed to provide the services described below to assist the State Fair Police during the Minnesota State Fair

a. City's responsibilities:

- i. The City will provide traffic direction, crowd control, parking enforcement, and general police services during preparation for and operation of the State Fair and will provide traffic control services at the following Saint Paul intersections: Snelling Avenue and Como Avenue, Snelling Avenue and Midway Parkway, and positions on Como Avenue from Canfield Street to Snelling Avenue.
- ii. The City will provide general police services, parking enforcement, and traffic and crowd control at other intersections and areas affected by the State Fair, if these services are deemed necessary by the City's officer in charge of the detail and agreed to by the State Fair Police.
- iii. The City will make a reasonable effort to recruit volunteers to supplement the City's traffic and crowd control services during the State Fair and these volunteers will be provided at no cost to the State

Fair.

- iv. The City will provide to the State Fair Police, at the end of State Fair, criminal investigation services necessary to complete any then-active criminal investigation, including but not limited to the services of a public information officer. The State Fair Police will become the assisting agency for said investigations.
 - v. **If and as available**, the City will provide the State Fair Police with four Saint Paul Police Department (SPPD) marked patrol vehicles on a 24-hour per day basis during the State Fair.
- b. **Agricultural Society's responsibilities:** The Agricultural Society and State Fair Police will promote and secure the cooperation of its staff without expense to the City including, but not limited to, court appearances and other assistance to successfully prosecute criminal cases generated from the State Fair.
- c. **Billings and Payment.**
- i. The Agricultural Society shall reimburse the City for State Fair services according to the rate of regular and overtime salary, plus regular and overtime fringe benefits, for a parking enforcement officer, police officer, sergeant, and commander as found in the labor contracts governing these employees.
 - ii. The City will certify hourly wages of City personnel providing services under the Agreement to the Agricultural Society. The certification of City services will include the name and rank of each police officer and the hours of assignment as well as the hourly wage defined above for such officers.
 - iii. If patrol squads are made available to the State Fair Police during the State Fair, the Agricultural Society will reimburse the City by paying the SPPD for use of marked patrol vehicles at a rate of forty-five (\$45) dollars per day, adjusted yearly to reflect increases or decreases in the consumer price index.
 - iv. City costs for conducting criminal investigations in cases generated from the State Fair will be billed to the Agricultural Society based on the hourly wages of the City employee(s) conducting any investigation.
 - v. The City will keep a record of its costs in providing services to the Agricultural Society during the State Fair and will prepare an itemized statement showing amounts due under this Agreement and submit the same to the Agricultural Society no later than 30 days after the performance of services.
 - vi. The Agricultural Society agrees to pay the City all amounts due under this Agreement for services provided during the State Fair, as shown

on City invoices submitted to the Agricultural Society, within 30 days of submission.

- vii. Costs associated with SPPD training for State Fair Police and other staff will not be billed to the Agricultural Society and will be considered a fair in-kind exchange for lease of Minnesota State Fair Machinery Hill or an acceptable State Fair building to the City for SPPD training exercises, subject to notice and availability.

B. Lease of Minnesota State Fair Machinery Hill or a State Fair Building

1. **Leased Premises.** The Agricultural Society, in consideration of City expenses for providing services not billed to the Agricultural Society under this Agreement, authorizes the lease of the Minnesota State Fair Machinery Hill or an acceptable State Fair building, located on the State Fairgrounds, hereinafter referred to as the "Leased Premises", together with any buildings, fixtures in such buildings, improvements and structures, if any, located thereon, provided that notification and any arrangements for use of the Leased Premises be made with the Agricultural Society's special events coordinator at least 24 hours in advance of such use.
2. **Terms of Lease.**
 - a. **Term.** This lease will be available to the City for the duration of this Agreement.
 - b. **Notification.** Notification and any arrangements for use of the Leased Premises must be made by contacting the Agricultural Society's special events coordinator at least 24 hours in advance of the City's use. Should notification not be given to the Agricultural Society's special events coordinator accordingly, the Agricultural Society reserves the right to cease or interrupt any training exercise that may be in operation on the grounds.
 - c. **Use of Leased Premises.** The City may use and occupy the Leased Premises for the following purpose: SPPD training exercises subject to the availability of the Leased Premises. The SPPD may not use the Leased Premises for any other purpose without the prior written consent of the Agricultural Society.
 - d. **Right of Entry.** At all times during the term of this Lease, the Agricultural Society will have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours to examine and inspect the same, provided that such entry does not interfere with the conduct of official business or compromise security of SPPD use of the Leased Premises.
 - e. **Maintenance and Repairs.** The Agricultural Society shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs of any kind; routine maintenance and repair to keep the Leased Premises in good repair,

safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to keep the buildings or structures on the Leased Premises in good condition, including (a) the exterior (including doors, except glass breakage, and windows,) and interior structure of the buildings or structures, (b) the roof or roofs, (c) the heating, ventilating and air conditioning systems therein, (d) all electrical, plumbing, lighting, mechanical systems, fire suppression equipment i.e. fire sprinkler system, and (e) all grounds, fences and roads within the Leased Premises.

In addition, the Agricultural Society shall keep the sidewalks bordering on the Leased Premises at all times free from ice and snow. The foregoing obligations shall bind the Agricultural Society regardless of the cause of the damage or condition necessitating the repair or maintenance.

- f. **Assignment and Subletting.** The City may not assign or sublet this Lease without the written consent of the Agricultural Society, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
- g. **Surrender of Premises.** The City, at the expiration of use of the Leased Premises, or any sooner termination of this Agreement, shall quit peacefully and surrender possession of the Leased Premises to the Agricultural Society in as good of order and condition as the property was delivered to the City.
- h. **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the premises becomes unusable or unfit for SPPD use due to such damage during the term of this Agreement, the City may at its option:
 - i. Within fifteen (15) days, agree to allow the Agricultural Society to restore the Leased Premises within a reasonable time period following the casualty, or
 - ii. Accept reasonable fair in-kind exchange of other premises or costs to the City to gain other equally comparable premises for its use.
- i. **Repair.** The City will, at its own expense, repair any injury to the Leased Premises, other than ordinary wear and tear, that has occurred during the City's use of the Leased Premises.
- j. **Rent.**
 - i. The lease will be considered a fair in-kind exchange for City services as specified in this Agreement and the Agricultural Society will not charge the City any rent for the SPPD's use of the Leased Premises.
 - ii. The SPPD will be responsible for any and all costs incurred by the Agricultural Society as a result of the City's use of the Leased Premises, excluding costs that are the result of any omissions or acts of negligence on the part of the Agricultural Society, its agents, employees, officials or representatives. These costs include, but are not

limited to, all property loss or damage to Agricultural Society property caused directly or indirectly by the SPPD, its agents, employees, guests, participants or attendees.

C. General Terms Applicable to All Aspects of the Entire Agreement.

1. **Compensation.** The Agricultural Society agrees to compensate the City a minimum of \$10,000 per 12 month period from the effective date of this Agreement. The Agricultural Society agrees to pay the City's billable costs in excess of \$10,000 according to sections A.1.c. and A.2.c. above, subject to the in-kind exchange specified in this Agreement.
2. **Emergency Recall.** Each SPPD officer will remain under the City's direction and control, and will be subject to police emergency calls for service or activation as part of any Tactical Alert in the City, if the need arises. Officers may be called away from service under this Agreement for duties not related to this Agreement. The SPPD may defer responding to or performing under this Agreement in deference to providing essential police services to the City of Saint Paul without penalty of liability of any kind, but will respond or renew performance when feasible.
3. **Employees.** Any individual performing for the City under this Agreement will be considered an employee of the City if the individual is a City employee, or a volunteer if the individual is a City volunteer. All claims that arise under the Worker's Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged in or as a result of any of the work under this Agreement, shall be the sole obligation and responsibility of the City. The City shall not be responsible under the Worker's Compensation Act for any Agricultural Society or State Fair Police employees or volunteers.
4. **Independent Contractor.** The Parties agree that all persons working on the State Fairgrounds under this Agreement who are City employees remain City employees and are in no way employed by the State Fair provided, however, that this clause shall not apply to persons employed directly by the State Agricultural Society. All contracts and agreements made by the City with third parties for the performance of any work under this Agreement will be subject to the terms of this Agreement.
5. **Time for Completion.** This Agreement will continue in full force and effect for one year, subject to termination by either Party upon a written notice of at least ninety (90) days.
6. **Records and Audit.** The Parties agree to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at reasonable times during this Agreement and for six (6) years from the date of the final payment for audit or inspection by the Parties, the State

Auditor, or Legislative Auditor.

7. **Public Data.** The Parties agree to abide strictly by Chapter 13, the Minnesota Government Data Practices Act, and in particular Minnesota Statutes sections 13.05, 13.37, 15.17, and 138.17. If any provision in this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.
8. **Compliance with Applicable Laws.** The Parties agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Parties' performance under this Agreement.
9. **Conflict of Interest.** The Parties agree that they will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of obligations under this Agreement.
10. **Liability.** Each Party agrees that it will be responsible for its own acts and omissions in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other Party and the results thereof.

Neither Party has obtained insurance coverage in excess of statutory limits on governmental liability.

The liability of the City, its employees, officials, representatives and agents shall be governed by provisions of the Municipal Torts Claims Act, Minnesota Statutes chapter 466, *et seq.*, Minnesota Statutes section 471.59, and other applicable law, and the liability of the Agricultural Society shall be governed by the Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.

For purposes of determining total liability for damages, the Parties are considered a single governmental unit and the total liability for acts and omissions under this Agreement shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes sections 3.736 and 466.04.

11. **Assignment.** Each Party binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement; and neither the City nor the Agricultural Society will assign or transfer their interest in this Agreement without the written consent of the other.
12. **Amendment or Changes to Agreement.** The Parties may request changes that would increase, decrease, or otherwise modify the terms of this Agreement. Such changes and method of compensation must be authorized in writing in advance by both Parties. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

Modifications or additional schedules, costs, fees or attachments shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein must be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

13. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or termination of that right, this Agreement, or any of this Agreement's provisions.
14. **Survival of Obligations.** If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision the remainder of this Agreement shall continue in effect.
15. **Interpretation of Agreement, Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.
16. **Force Majeure.** Neither Party shall be held responsible for performance if its performance is prevented by acts or events beyond the Party's reasonable control including, but not limited to: acts of God, severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.
17. **State Fair.** This agreement shall not be construed as a relinquishment by the Agricultural Society of any of its powers or controls over the Minnesota State Fair vested in it by Minnesota Statute Chapter 37.
18. **Notice.** All notices required under this Agreement or that may be given by either Party to the other will be deemed to have been fully given when served personally on the Agricultural Society or City, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed as follows:

Minnesota Agricultural Society - State Fair
1265 Snelling Ave. N.
Saint Paul, MN 55108.

Saint Paul Police Department - Office of the Chief
367 Grove Street
Saint Paul, MN 55101

19. **Entire Agreement.** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matters herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective May 1, 2016.

CITY OF SAINT PAUL

**MINNESOTA STATE
AGRICULTURAL SOCIETY**

Mayor Christopher B. Coleman

General Manager

Thomas E. Smith, Chief of Police

Deputy General Manager

Todd Hurley, Director
Financial Services

Approved as to form:

Assistant City Attorney